

Interagency Agreement

between the

National Institute for Occupational Safety and Health

and the

U. S. Consumer Product Safety Commission

CDC No. 98FED22404-I

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6/24/98**I. Purpose**

Under this agreement between the National Institute for Occupational Safety and Health (NIOSH) and the U.S. Consumer Product Safety Commission (CPSC), NIOSH will contribute to the cost of the National Electronic Injury Surveillance System (NEISS) contracts and CPSC will expand the scope of NEISS to accommodate the special interests and needs of NIOSH for work-related injury data for victims of all ages from **October 1, 1997 through March 31, 1999**. In addition, this agreement reestablishes a collaborative work relationship in order to foster future projects of common interest.

II. Background

CPSC contracts with hospital emergency rooms to collect injury data for the data system known as NEISS. This system is used by CPSC to identify and measure the magnitude of the injury problems associated with consumer products that are treated in hospital emergency departments in the U.S. and its territories.

NEISS is a tri-level data collection system, with the capacity for collecting data at emergency departments, from telephone follow-up interviews with hospital staff and/or victims, and from in-depth interviews with injured parties and/or witnesses at the sites where the injuries occurred. One, two, or all three of these levels are used by CPSC as primary data collection tools.

Since 1978, other Federal Agencies have found it useful to share NEISS, including having CPSC expand the scope of the injuries collected or add to the list of variables to be collected. Agencies which have shared NEISS data through interagency agreements in the past include: Environmental Protection Agency (EPA), Centers for Disease Control and Prevention (CDC), National Highway Traffic Safety Administration (NHTSA), Food and Drug Administration (FDA), and the Bureau of Justice Statistics (BJS). Through interagency agreements with NIOSH in FY 1981 through FY 1987, and again in FY 1996 and 1997, CPSC expanded NEISS to include all work-related incidents.

MOSH has a need to measure the number and rate of occupational injuries and study injuries incurred in specific occupations and industries, including injuries to **adolescents** in the retail trades and services industries. NEISS has the **potential** to provide this information in a timely manner, on an ongoing basis, and in a cost-effective manner. Under this agreement, MOSH will contribute funds to offset the cost of NEISS **contracts** in return for sharing data from this system.

m. Scope of Work

- A. Under the terms of this agreement, CPSC agrees to **modify** NEISS as follows to meet the needs of NIOSH in collecting work-related injury data. In Fiscal Year 1998, this agreement will cover work-related injuries to victims of all ages who are treated in 67 of the 102 NEISS hospital emergency departments from October 1, 1997 through September 30, 1998.
 1. At the surveillance level CPSC shall:
 - a. Prepare all surveillance instructional materials, including coder instructions, materials, material for emergency department (ED) **staff**, e.g., background information, posters, etc.
 - b. Deliver to hospital coders any instructional materials provided by MOSH and approved by CPSC, including instructions, posters, etc.
 - c. Provide computer programs to list MOSH cases, and to display cross tabulations of NIOSH data, for weighted data (national estimates) as well as for raw data.
 - d. Share all in-scope work-related incidents with NIOSH on computer tapes or diskettes, or by mailing the data through overnight mail.
 2. At the telephone investigation level during Fiscal Year 1998, NIOSH shall consult with CPSC and other experts in work-related injuries to prepare a structured telephone interview questionnaire. As part of its telephone investigation program, CPSC will contract for the conduct of up to 100 completed telephone interviews with adolescent workers (less than **18-years** of age) injured in the retail trades and services industries to complete one **year** calendar year of data, **from** October 1, 1997 through December 31, 1997. The telephone interview, expected to be about 20 minutes, will be used to identify the causal factors related to the incident. The interview will elicit information on the **victim**, the equipment or products involved and any related environmental factors.

At the telephone investigation level, NIOSH shall consult with CPSC and other experts in work-related injuries to prepare structured telephone interview questionnaires. CPSC shall contract for the conduct of telephone interviews (1) of up to 300 interviews of adolescents less than 18-years of age who are injured in the retail trades and services industries during the time period January 1, 1998 through December 31, 1998; and (2) up to 300 interviews of all individuals less than 20-years of age who are identified as a farm,-related injury during the time period April 1, 1998 through March 31, 1999. The selection of cases from the retail trades and services study will be based on the worker's industry of employment. NIOSH will review potential cases to identify those cases in retail trades and services that should be forwarded to the contractor for interviews. Cases for the farm study will be selected using the location variable and selected product codes within the NEISS. The telephone interviews, expected to be about 20 minutes, will be used to identify the causal factors related to the incident. The interview will elicit information on the victim, the equipment or products involved, and any other related environmental factors.

3. CPSC agrees to conduct a NEISS field coder training session to be held during the summer of 1998, in the Washington DC area. Special consideration should be given to invite NEISS field coders from new hospitals which were selected to report work-related cases starting on October 1, 1997. Excluding those hospitals which were selected from the children's stratum, there are 6 very large hospitals, 3 large, and 2 medium hospitals which meet this definition of a new hospital selected to report work-related cases

B. Under the terms of this agreement, CPSC agrees to implement the following data collection activities:

1. At the surveillance level CPSC shall:
 - a. Train the ED staff of participating NEISS hospitals. Training is important to the success of data collection procedures, assuring that the 24-hour emergency room staff: (1) are aware of the new data collection needs, (2) obtain the necessary data from the patient, and (3) record the information in the patient's emergency room record.
 - b. Update and revise training materials and mail to hospitals as needed in FY 1998.

- c. For in-scope work-related injuries, CPSC will collect the following standard NEIS S information:
 - 1. Date of treatment
 - 2. Age and sex of victim
 - 3. Injury diagnosis (nature of injury) and body part **affected**
 - 4. Disposition of case (treated and released, hospitalized, etc.)
 - 5. Place where injury occurred (locale)
 - 6. Fire/motor vehicle involvement
 - 7. Products associated with the injury
 - 8. Whether the injury was work-related
 - 9. Narrative description of the circumstances of the injury **as** stated in the emergency room record (chain of events, agent of injury)
 - d. In addition to the variables listed above, CPSC will request that each hospital in the NEISS sample provide the additional NIOSH data elements identified on the NIOSH special study computer entry screen including type of business (industry), name of business (industry), job title (occupation), and race. These data will become part of the NEISS record to be shared with NIOSH.
 - e. CPSC will implement the data collection using special computer entry screens and interactive edit programs and will monitor the data collection process.
 - f. CPSC will share these data with NIOSH on a weekly or monthly **basis** in a format to be specified by NIOSH; these include: electronic transfer, computer diskette, computer tape, paper copy, or overnight mail delivery.
2. At the telephone investigation level during Fiscal Year 1998, NIOSH will contribute to the contract costs of CPSC contractors for conducting investigations. CPSC will expand the scope of the telephone investigation contracts to include up to 100 completed interviews with adolescent workers injured in the retail trades and services industries **from** October 1, 1997

through December 31, 1997. The work-related investigations will be telephone interviews conducted using a structured questionnaire developed for this purpose. The cases will be selected in consultation with NIOSH. CPSC will be responsible for reviewing the cases for completion and quality of the data. Paper copies of the interviews will be provided to NIOSH. MOSH will be responsible for coding and analysis of the data.

CPSC will also expand the scope of the telephone investigation contracts to include (1) up to 300 completed interviews with children less than 18-years in the retail trades and services from January 1, 1998 through December 31, 1998; and (2) up to 300 completed interviews for those less than 20-years of age injured on farms from April 1, 1998 through March 31, 1999. NIOSH will contribute to the contract costs of expanding these telephone investigations. The investigations will be telephone interviews; conducted with a structured questionnaire developed for this purpose. The selection of cases from the retail trades and services study will be based on the worker's industry of employment. NIOSH will review potential cases to identify those cases in retail trades and services that should be forwarded to the contractor for interviews. Cases for the farm study will be selected using the location variable and selected product codes within the NEISS. CPSC will be responsible for reviewing cases for completion and quality of the data. Paper copies of the interviews will be provided to NIOSH. NIOSH will be responsible for coding and analysis of the data.

3. **Special consideration should be given to invite NEISS field coders from new hospitals which were selected to report work-related injuries. NIOSH will contribute to the contract costs for the conduct of a NEISS field coder training session to be held by CPSC in the Washington, D.C. area during the summer of 1998, related cases starting on October 1, 1997. Excluding those hospitals which were selected from the children's stratum, there are 6 very large hospitals, 3 large, and 2 medium hospitals which meet this definition.**

- C. NIOSH will be responsible for analysis of any of the data resulting from this agreement. CPSC will provide consultation on matters concerning the data collection, quality control, sample design, injury estimates, sampling errors and questionnaire design.
- D. In Fiscal Year 1998, MOSH will contribute \$507,500 towards the cost of this agreement. NIOSH will contribute \$482,500 to (1) support the collection of data from 67 NEISS hospitals for work-related injuries for victims of all ages for the

period October 1, 1997 through September 30, 1998; (2) to collect up to 100 completed telephone investigations by a CPSC contractor for injuries to adolescent workers (less than 18 years of age) in the retail trades and services industries that occurred from October 1, 1997 through December 31, 1997; (3) to collect up to 300 completed telephone investigations by a CPSC contractor for injuries to adolescent workers (less than 18 years of age) in the retail trades and services industries that occurred from January 1, 1998 through December 31, 1998; (4) to collect to up to 300 completed interviews with childhood agricultural injuries by a CPSC contractor for youth less than 20 years of age which occurred from April 1, 1998 through March 31, 1999; and (5) to conduct a NEISS field coder training session during the summer of 1998. NIOSH will also reimburse CPSC \$25,000 for addition&l travel by CPSC staff to NEISS hospitals to provide initial training to new or replacement NEISS coordinators to to conduct quality assurance site visits as deemed appropriate by CPSC staff. CPSC's additional travel expenses for these on-site visits are: estimated to be \$25,000. Since CPSC's travel will be for CPSC's own purposes as well as for this agreement, and since it is not possible to precisely allocate these expenses between CPSC and MOSH, it is agreed that \$25,000 is a reasonable cost for travel expenses attributable to this agreement.

- E. Travel under this agreement is subject to allowances authorized in accordance with Federal and Joint Travel Regulations.
- F. If equipment is procured to accomplish the program's goals and objectives using funds provided by this interagency agreement, CDC will retain title to the equipment, with the exception of equipment procured in support of the overall NEISS project for which CPSC shall retain title of equipment.

IV. Transfer of Funds

Under the terms of this agreement, \$507,500 funding from NIOSH will be paid to CPSC in FY 1998 immediately upon receipt of the signed interagency agreement and billing statements. **All funds provided by CDC in this agreement must be obligated by September 30, 1998. CDC/NIOSH must be notified of any unobligated funds pertaining to this agreement by September, 15, 1998 so that the agreement can be amended to reduce the funding amount to reflect actual earnings. Any funds unobligated by the Consumer Product Safety Commission will lapse at the end of FY1998.**

FY 1998= ⁸ 97-2-591-11179-25.25	(\$442,500)
FY 1998= ⁸ 97-1-299-11179-21.92	(\$ 65,000)

V. Liaison Officers

- A. For CPSC:
Eileen Kessler
Statistician
Room 604-D
U. S. Consumer Product Safety Commission
4330 East West Highway,
Bethesda, Maryland 208 14-4408
Telephone: (301) 504-0539, ext. 1246
- B. For MOSH:
Larry Layne
Statistician
M/S P-180
National Institute for Occupational
Safety and Health
Division of Safety Research
109.5 Willowdale Road
Morgantown, WV 26505
Telephone: (304) 285-6008

VI. Period of Performance and Termination of Conditions

This agreement is effective when signed by both parties and shall remain in effect through September 30, 1998, unless modified in writing by mutual agreement, or terminated by either party upon (60) days written notice:.

VII. Information Safeguards

MOSH shall comply with the Privacy Act in using and storing information related to this agreement. MOSH shall provide CPSC with written assurances satisfactory to CPSC that the identity of any injured person, and of any person who treated an injured person, shall not, without the **consent of** person **identified**, be included in any report or information made available by MOSH to any member of the public. MOSH also agrees that it shall not disclose information compiled under this agreement to the public if the information describes a consumer product in such a manner that will permit the public to ascertain readily the identity of the manufacturer or private labeler unless the **Commission** is notified, and the Commission complies with Section 6(b) of the CPSA (15 U.S.C. 2055).

VIII. Method of Payment

- A. Reimbursement by CDC/NIOSH will be provided upon billing through the OPAC System ALC 75-09-0527 based upon actual obligations to:

HHS, PHS
CDC, NIOSH
4676 Columbia Parkway
Attn: Financial Management Office
Mailstop C-5
Cincinnati, Ohio 45226

Please cite CDC No. 98FED22404 when billing.

Upon receipt of OPAC Statement, CDC will make payment to:

CPSC
Attn: Debbie Hodge, Director of Division of Finance
Washington, DC 20207

- B. Fiscal Year 1998 billing shall be chargeable to the following accounting and appropriations data:

For MOSH:

Appropriation: 75 80943

Allowance: 8-A492W

CAN 89278875 VAJ

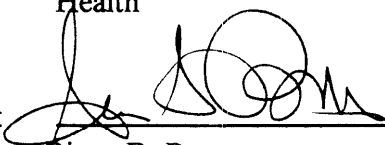
cost: \$507,500

IX. Authority

For MOSH: This agreement is made under the authority of Section 22(e)(7) of the Occupational Safety and Health Act, approved October 27, 1972, 29 U.S.C. 671(e)(7), and the Economy Act of 1932, as amended (31 U.S.C 1535 and 1536).

For CPSC: This agreement is made under the authority of Section 29© and 29(e) of the Consumer Product Safety Act, 15 U.S.C. 20780 and (e), and the Economy Act, as amended (31 U.S.C 1535 and 1536).

FOR: National Institute for
Occupational Safety and
Health

By:  _____
Diane D. Porter

Title: Associate Director Management

Date: 9/18/98

For: U.S. Consumer Product
Safety Commission

By:  _____
JOYCE M. LAWN
CONTRACTING OFFICER

Title: Contracting Officer

Date: 6-25-98